

JOHN LACY.

JANUARY 5, 1832.

Mr. MILLIGAN, from the Committee on Naval Affairs, made the following

REPORT:

The Committee on Naval Affairs, to whom was referred the memorial of John Lacy, relative to a claim on the United States, for losses sustained in consequence of the omission on the part of the Government, to fulfil a contract entered into with him, have had the same under consideration, and report:

That on the 29th of September, 1824, Commodore David Porter, acting as agent on behalf of the United States, concluded a contract with the said John Lacy, by which the latter covenanted to take to Thompson's Island, twenty able bodied men as laborers, to be employed there in such manner under his, the said John Lacy's, superintendence, as the said David Porter, or any officer in command on that station, should direct. The said John Lacy likewise agreed to supply them with provisions, to employ cooks, and find them a passage to and from Thompson's Island. The agreement was to continue in force nine months, commencing at the time of the said Lacy's arrival at Thompson's Island, and ending the day of his departure therefrom. The necessary working tools were to be supplied by the United States, Lacy holding himself accountable for the same; in consideration of all which, the said David Porter, acting for and in behalf of the United States, engaged to pay the said John Lacy twenty-two dollars per month, for each able bodied laboring man so employed, and one dollar and fifty cents per day for his own services in superintending the laborers; also, to make, from time to time, such reasonable advances of money as might be necessary to enable the said John Lacy to progress in the fulfilment of his contract. It appears to the committee, that in pursuance of this arrangement, the said John Lacy went to Thompson's Island with a number of laborers, and commenced his duties there in December, 1824; it appears likewise, that some time in the month of February, 1825, before the expiration of the contract, Commodore Warington succeeded to the command of that station; that he, in behalf of the United States, renewed the agreement with John Lacy, upon the terms stipulated by Commodore Porter, extending, however, the period to the 1st of April, 1826. Under this second agreement, the memorialist continued with his laborers at Key West, in the service of the United States, during the year 1825; but, in consequence of the sickness which prevailed at the aforesaid place during that season, together with other causes, the Government was induced to abandon the undertaking in which he was employed. Accordingly, on the 24th January, 1826, he was informed by Lieutenant

Paine, on the authority of Commodore Warrington, that he might proceed to Barrancas with the men under his charge, on the same terms that they were then employed on Thompson's Island, alleging, at the same time, that he could not vary the terms of the contract, but that he entertained no doubt that all reasonable charges, for any extra expense incurred by this movement, would be allowed. In pursuance of this *order*, for, as emanating from a military officer acting in behalf of the Government, it can be viewed in no other light, the said John Lacy removed his men to Pensacola, and continued with them in the employment of the United States, until the 20th of April, 1826. It appears to the committee, from the evidence in this case, that in consequence of this variation of the original contract on the part of the United States, the said John Lacy incurred very considerable additional expense, for which he has never been reimbursed by the Government. It is further alleged by the memorialist, and it appears to the committee to be sustained by sufficient testimony, that he also incurred great embarrassment, and heavy pecuniary losses, by reason of the Government's omitting to fulfil its engagement of making, from time to time, reasonable advances of money. By its failing to do so, he was compelled, instead of coming to some of the northern cities to lay in his supply of stores and provisions, to make his purchases at Pensacola, where the price of such articles is always high, and, in this instance, was greatly enhanced by the credit he was constrained to ask. The committee have not the means of ascertaining from the documents submitted to them, the exact amount that, under these circumstances, may fairly be due to the memorialist; but, believing that he has a just and equitable claim, they beg leave to report the following bill, &c.